

Alternative Liquidity Capital
Minnetonka, MN
(888) 884-8796
info@alternativeliquidity.net

Purchase and Sale Agreement

This purchase and sale agreement (the "Agreement") is dated as of _____, 20____,
and is made and entered into by and between:

1. The Parties

Buyer: **Alternative Liquidity Index LP** (the "Buyer")

with a mailing address of:

11500 Wayzata Blvd #1050
Minnetonka, MN 55305

Seller: _____ ("the Seller")

with a mailing address of:

Buyer and Seller shall be collectively known as the "Parties" and agree to the following.

2. Description of Shares

Company Name _____ (the "Company")

Company Address

Number of Shares: _____

The Seller agrees to sell the above-described shares of stock ("Shares") to the Buyer.

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3. Purchase Price

The purchase price for the Shares of Stock shall be Ten Dollars (\$10.00). The Purchase Price shall be paid to the Seller on the Closing Date.

4. Closing Date

The closing shall occur on or before _____, 20____ (“Closing Date”) at a time and location agreeable by the Parties. On the Closing Date, the Buyer shall deliver the full amount of the Purchase Price via check payable to the Seller, a wire transfer of immediately available funds, or such other method mutually agreed upon by the Parties.

5. Delivery

The delivery of the Shares, along with other relevant documentation, including, but not limited to share certificates, shall be transferred to the Buyer at Closing Date upon the funds being received by the Seller in an approved method.

6. Seller’s Representations and Warranties

The Seller hereby represents and warrants for the benefit of the Buyer as follows:

- a.) Capacity. The Seller has all requisite power, authority, and capacity to enter into this Agreement. The execution, delivery, and performance of this Agreement by the Seller does not, and the consummation of the transaction contemplated hereby will not result in a breach of or default under any agreement to which the Seller is a party by which the Seller is bound.
- b.) Binding Agreement. This Agreement has been duly and validly executed and delivered by the Seller and constitutes the Seller’s valid and binding agreement, enforceable against the Seller in accordance with and subject to its terms.
- c.) Title to Shares of Stock. The Seller is the lawful, record and beneficial owner of all the Shares of Stock, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares of Stock in accordance with the terms of this Agreement transfers to the Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

7. Buyer’s Representations and Warranties

The Buyer hereby represents and warrants for the benefit of the Seller as follows:

- a.) Capacity. The Buyer has all requisite power, authority, and capacity to enter into this Agreement. The execution, delivery, and performance of this Agreement by the Buyer does not, and the consummation of the transaction contemplated hereby will not result in a breach of or a default under any agreement to which the Buyer is a party or by which Buyer is bound.

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b.) Disclosure. The Buyer is aware of the risks involved in purchasing the Shares of Stock and accepts that its value can change rapidly and unpredictably.

8. Governing Law

This Agreement shall be construed, interpreted, and enforced in accordance with, and shall be governed by, the laws in the State of New York without reference to, and regardless of, any applicable choice, or conflicts of laws principals.

9. Counterparts

This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

10. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the Parties hereto with respect to the subject matter hereof.

Buyer's Signature: _____

Print Name: _____

Date _____

Seller's Signature: _____

Print Name: _____

Date _____